

EXHIBIT A

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County of Santa Cruz
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Karen Broughton



Attorneys for Plaintiffs LAUREN GAGNIER and APRIL GAGNIER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

LAUREN GAGNIER and APRIL GAGNIER,

Plaintiffs,

vs.

FORD MOTOR COMPANY; MID BAY
FORD; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV00382

Hon.
Dept.

**COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS**

JURY TRIAL DEMANDED

1 Plaintiffs allege as follows:

2 **PARTIES**

3 1. As used in this Complaint, the word "Plaintiffs" shall refer to Plaintiffs
4 LAUREN GAGNIER and APRIL GAGNIER.

5 2. Plaintiffs are residents of Santa Cruz County, California.

6 3. As used in this Complaint, the word "Defendants" shall refer to all Defendants
7 named in this Complaint.

8 4. Defendant FORD MOTOR COMPANY ("FMC") is a corporation organized
9 and in existence under the laws of the State of Delaware and registered with the California
10 Department of Corporations to conduct business in California. Defendant FMC's principal
11 place of business is in the State of Michigan. At all times relevant herein, Defendant was
12 engaged in the business of designing, manufacturing, constructing, assembling, marketing,
13 distributing, and selling automobiles and other motor vehicles and motor vehicle components
14 in Santa Cruz County.

15 5. Defendant MID BAY FORD ("MBF") is an unknown business entity organized
16 and in existence under the laws of the State of California. At all times relevant herein,
17 Defendant MBF was engaged in the business of selling automobiles and automobile
18 components, and servicing and repairing automobiles in Santa Cruz County.

19 6. Plaintiffs are ignorant of the true names and capacities of the Defendants sued
20 under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure
21 section 474. When Plaintiffs become aware of the true names and capacities of the Defendants
22 sued as DOES 1 to 10, Plaintiffs will amend this Complaint to state their true names and
23 capacities.

24 **TOLLING OF THE STATUTES OF LIMITATION**

25 7. To the extent there are any statutes of limitation applicable to Plaintiffs' claims-
26 including, without limitation, the express warranty, implied warranty, and negligent repair –
27 the running of the limitation periods have been tolled by, *inter alia*, the following doctrines or
28

rules: equitable tolling, the discovery rule, the fraudulent concealment rules, equitable estoppel, the repair rule, and/or class action tolling (e.g., *the American Pipe rule*).

8. Plaintiff discovered Defendants' wrongful conduct alleged herein shortly before the filing of the complaint, as the Vehicle continued to exhibit symptoms of defects following FMC's unsuccessful repair attempts to repair them. However, FMC failed to provide restitution pursuant to the Song-Beverly Consumer Warranty Act.

9. By filing this Complaint, Plaintiffs hereby revoke acceptance of the Subject Vehicle yet again.

FACTUAL BACKGROUND

10. On or about July 9, 2019, Plaintiffs entered into a warranty contract with Defendant FMC regarding a Certified Pre-Owned 2018 Lincoln Navigator vehicle identification number 5LMJJ2LT7JEL12302 (hereafter "Vehicle"), which was manufactured and or distributed by Defendant FMC.

11. The warranty contract contained various warranties, including but not limited to the bumper-bumper warranty, powertrain warranty, emission warranty, etc. A true and correct copy of the warranty contract is attached hereto as **Exhibit A**. The terms of the express warranty are described in **Exhibit A** and are incorporated herein. Additionally, Plaintiffs' received the Certified Pre-Owned warranty of 6 years/100,000 miles (comprehensive limited coverage).

12. Pursuant to the Song-Beverly Consumer Warranty Act (the "Act") Civil Code sections 1790 et seq. the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiffs have used the vehicle primarily for those purposes. Plaintiffs are a "buyer" of consumer goods under the Act. Defendant FMC is a "manufacturer" and/or "distributor" under the Act.

13. Plaintiffs justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, et seq. by filing this Complaint and/or did so prior to filing the instant Complaint.

14. These causes of action arise out of the warranty obligations of FMC in connection with a motor vehicle for which FMC issued a written warranty.

15. Defects and nonconformities to warranty manifested themselves within the applicable express warranty period, including but not limited to, electrical system defects; transmission defects; infotainment system defects; among other defects and non-conformities.

16. Said defects/nonconformities substantially impair the use, value, or safety of the Vehicle.

17. The value of the Vehicle is worthless and/or de minimis.

18. Under the Song-Beverly Act, Defendant FMC had an affirmative duty to promptly offer to repurchase or replace the Subject Vehicle at the time it failed to conform the Subject Vehicle to the terms of the express warranty after a reasonable number of repair attempts.²

19. Defendant FMC has failed to either promptly replace the Subject Vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

20. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiffs prior to the first presentation to an authorized repair facility for a nonconformity.

21. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section 1794, et seq. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, et seq.

² “A manufacturer's duty to repurchase a vehicle does not depend on a consumer's request, but instead arises as soon as the manufacturer fails to comply with the warranty within a reasonable time. (*Krotin v. Porsche Cars North America, Inc.* (1995) 38 Cal.App.4th 294, 301-302, 45 Cal.Rptr.2d 10.) Chrysler performed the bridge operation on Santana's vehicle in August 2014 with 30,262 miles on the odometer—within the three-year, 36,000 mile warranty. The internal e-mails demonstrating Chrysler's awareness of the safety risks inherent in the bridge operation were sent in September 2013, and thus Chrysler was well aware of the problem when it performed the bridge operation on Santana's vehicle. Thus, Chrysler's duty to repurchase or provide restitution arose prior to the expiration of the three-year, 36,000 mile warranty. Moreover, although we do not have the actual five-year, 100,000 mile power train warranty in our record, Santana's expert testified that the no-start/stalling issues Santana experienced were within the scope of the power train warranty, which was still active when Santana requested repurchase in approximately January 2016, at 44,467 miles. Thus the premise of Chrysler's argument—that Santana's request for repurchase was outside the relevant warranty—is not only irrelevant, but wrong.” *Santana v. FCA US, LLC*, 56 Cal. App. 5th 334, 270 Cal. Rptr. 3d 335 (2020).

22. Plaintiffs are entitled to recover any “cover” damages under Civil Code, section 1794, et seq.

23. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794 et seq.

24. Plaintiffs suffered damages in a sum to be proven at trial in an amount that is not less than \$25,001.00.

25. Plaintiffs are entitled to all incidental, consequential, and general damages resulting from Defendants’ failure to comply with its obligations under the Song-Beverly Act.

Defendant FMC Had Superior and/or Exclusive Knowledge of the Transmission Defect

26. Prior to Plaintiffs purchasing the Vehicle, Defendant FMC knew that vehicles equipped with the same 10R80 transmission as the Vehicle suffered from one or more defects that can cause the vehicles and their 10R80 transmissions to experience hesitation and/or delayed acceleration; harsh and/or hard shifting; jerking, shuddering, and/or juddering (“Transmission Defect”).

27. Plaintiffs are informed and believe, and thereon allege, that Defendant acquired this knowledge prior to Plaintiffs purchasing the Vehicle through various sources of information, including but not limited to pre-production testing, pre-production design failure mode and analysis data, production failure mode and analysis data, early consumer complaints made exclusively to Ford’s network of dealers and directly to Ford, aggregate warranty data compiled from Ford’s network of dealers, testing conducted by Ford in response to consumer complaints, and repair order and parts data received by Ford from Ford’s network of dealers.

28. As a result of this internal knowledge and investigations, Defendant FMC subsequently issued technical service bulletins (“TSBs”) concerning the Transmission Defect.

29. For example, on or about March 2, 2018, Defendant FMC issued TSB 18-2079, entitled “10R80 Automatic Transmission – Harsh or Delayed Shift Concerns And/Or Illuminated MIL – DTC P0711 – Built On or Before 1-Aug-2017,” which covers 2017 F-150 vehicles equipped with a 10R80 automatic transmission (the same type of transmission in the Subject Vehicle). According to the TSB, “[s]ome 2017 F-150/Raptor vehicles equipped with a

10R80 automatic transmission built on or before 1-Aug-2017 may exhibit harsh or delayed shifts and/or an illuminated malfunction indicator lamp (MIL) with diagnostic trouble code (DTC) P0711 stored in the transmission control module (TCM).”

TECHNICAL SERVICE BULLETIN

18-2079

10R80 Automatic Transmission – Harsh Or Delayed Shift Concerns And/Or Illuminated MIL - DTC P0711 - Built On Or Before 1-Aug-2017

 02 March
2018

Model:

Ford 2017 F-150

Issue: Some 2017 F-150/Raptor vehicles equipped with a 10R80 automatic transmission built on or before 1-Aug-2017 may exhibit harsh or delayed shifts and/or an illuminated malfunction indicator lamp (MIL) with diagnostic trouble code (DTC) P0711 stored in the transmission control module (TCM).

Action: Reprogram the powertrain control module (PCM) using Integrated Diagnostic System (IDS) or Ford J2534 Diagnostic Software (FJDS) release 108.04 or higher. Make sure you are connected to the internet when entering module programming to obtain the latest updates. Calibration files may also be obtained at www.motorcraftservice.com.

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage And Emissions Warranty Coverage Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

Labor Times

Description	Operation No.	Time
2017 F-150 3.5L GTDI: Retrieve DTCs And Reprogram The PCM (Do Not Use With Any Other Labor Operations)	182079A	0.3 Hrs.

Repair/Claim Coding

Causal Part:	RECALEM
Condition Code:	04

Service Procedure

NOTE: ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.

30. In TSB 18-2079, Defendant FMC attributed the transmission issues to problems with the vehicles' powertrain control module ("PCM")—specifically, to problems with the vehicles' "adaptive transmission shift strategy which allows the vehicle's computer to learn the transmission's unique parameters and improve shift quality."

31. Then, on or about September 7, 2018, Defendant FMC issued TSB 18-2274, entitled “2.7L/3.5L/5.0L Engine And 10R80 Transmission - Harsh/Bumpy Shift And/Or Engagement Concerns - Built On Or Before 15-May-2018[,]” which covers 2018 F-150 vehicles. According to the TSB, “[s]ome 2018 F-150 vehicles equipped with a 2.7L, 3.5L or 5.0L engine and 10R80 automatic transmission and built on or before 15-May 2018 may exhibit harsh/bumpy upshift, downshift and/or engagement concerns. Follow the Service Procedure steps to correct the condition.”

TECHNICAL SERVICE BULLETIN
2.7L/3.5L/5.0L Engine And 10R80 Transmission - Harsh/Bumpy Shift
And/Or Engagement Concerns - Built On Or Before 15-May-2018

18-2274
 07 September
 2018

Model:

Ford
 2018 F-150

Issue: Some 2018 F-150 vehicles equipped with a 2.7L, 3.5L or 5.0L engine and 10R80 automatic transmission and built on or before 15-May 2018 may exhibit harsh/bumpy upshift, downshift and/or engagement concerns.

Action: Follow the Service Procedure steps to correct the condition.

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

Labor Times

Description	Operation No.	Time
2018 F-150 2.7L/3.5L/5.0L: Reprogram The PCM (Do Not Use With Any Other Labor Operations)	182274A	0.3 Hrs.

Repair/Claim Coding

Causal Part:	RECAL
Condition Code:	04

Service Procedure

1. Check the vehicle build date. Was the vehicle built on or before 15-May-2018?

(1). Yes - reprogram the powertrain control module (PCM) using the latest version of the appropriate Ford scan tool.

• NOTE: ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.

(2). No - this article does not apply. Refer to Workshop Manual (WSM), Section 307-01 for normal diagnostics.

32. Like TSB 18-2079, TSB 18-02274 attributed the transmission issues to problems with the vehicles' PCM—specifically, to problems with the vehicles' “adaptive

transmission shift strategy which allows the vehicle's computer to learn the transmission's unique parameters and improve shift quality."

33. Plaintiffs would not have purchased the Subject Vehicle, or would have paid less for it, had Plaintiffs known of the Transmission Defect, given the unsafe nature of the Defect. Furthermore, Plaintiffs unknowingly exposed themselves to the risk of accident, injury, and/or liability to others as a result of the nature or the Transmission Defect, which can lead to hesitation, loss of power, and other shifting issues while driving at highway speeds. Plaintiffs are reasonable consumers who expected the Subject Vehicle to be safe and free of defects, and that Defendant FMC would not sell or lease vehicles with known safety-related defects, such as the Transmission Defect, and would disclose any such defects to its consumers when it learns of them.

34. Although it has been fully aware of the Transmission Defect, Defendant FMC actively concealed the existence and nature of the Defect from Plaintiffs at the time of purchase, repair, and thereafter.

FIRST CAUSE OF ACTION

BY PLAINTIFFS AGAINST DEFENDANT FMC

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

35. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

36. Plaintiffs are a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).

37. Defendant is a "supplier" and "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

38. The Vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(1).

39. In addition to the express warranty, in connection with the sale of the Vehicle to Plaintiffs, an implied warranty of merchantability was created under applicable state law remedies. The Vehicle's implied warranties were not disclaimed using a Buyer's

1 Guide displayed on the Vehicle; thus, any purported disclaimers were ineffective pursuant
2 to 15 U.S.C. § 2308(c).

3 40. Defendant violated the Mag-Moss Act when it breached the express warranty
4 and implied warranties by failing to repair the defects and nonconformities, or to replace
5 the Vehicle.

6 41. Plaintiffs have also met all of Plaintiffs' obligations and preconditions to
7 bring this claim, or alternatively it would have been futile for Plaintiffs to do so.

8 42. In addition, Plaintiffs have met all of Plaintiffs' obligations for bringing this
9 claim as provided in the written warranties, or alternatively, Defendant does not maintain
10 an informal dispute resolution process for the purpose of resolving claims for breach of the
11 implied warranty of merchantability, and does not maintain an informal dispute resolution
12 process for resolving express warranty claims that complies with the requirements of 15
13 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal
14 Trade Commission.

15 43. As a direct and proximate result of the acts and omissions of the Defendant,
16 Plaintiffs have been damaged in the form of general, special and actual damages in an
17 amount within the jurisdiction of this Court, according to proof at trial.

18 44. Under the Act, Plaintiffs are entitled to reimbursement of the entire amount
19 paid or payable, or alternatively, a replacement vehicle and/or California lemon law
20 remedies.³

21 45. Plaintiffs are entitled to all incidental, consequential, penalties, and general
22 damages resulting from Defendant's failure to comply with their obligations under the
23 Mag-Moss Act.

24 46. Plaintiffs have been damaged by Defendant's failure to comply with its
25 obligations under the express warranty, implied warranty, as well as any other violations
26

27 ³ Federal courts throughout the country, including the Ninth Circuit, have recognized that Magnuson-
28 Moss itself provides consumers with a substantive right of action for breach of express warranty, while looking
to state law to determine the remedies available. See, e.g., *Kelly v. Fleetwood Enters., Inc.*, 377 F.3d 1034, 1039
(9th Cir.2004).

alleged here, and therefore brings this claim pursuant to 15 U.S.C. §2310(d) and seeks remedies under the Magnuson Moss Act and/or applicable California lemon law remedies.

47. Plaintiffs are entitled under the Mag-Moss Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2).

SECOND CAUSE OF ACTION

BY PLAINTIFFS AGAINST DEFENDANT FMC

(Fraudulent Inducement - Concealment)

48. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

49. Plaintiffs purchased the Vehicle as manufactured with Defendant's 10R80 10 Speed automatic transmission.

50. Defendant FMC committed fraud by allowing the Subject Vehicle to be sold to Plaintiffs without disclosing that the Subject Vehicle and its transmission was defective and susceptible to sudden and premature failure.

51. In particular, the Plaintiffs are informed, believe and thereon allege that prior to Plaintiffs acquiring the Vehicle, FMC was well aware and knew that the transmission installed in the Vehicle was defective but failed to disclose this fact to the plaintiffs at the time of the sale and thereafter.

52. Specifically, Defendant FMC knew that vehicles equipped with the same 10R80 transmission as the Vehicle suffered from one or more defects that can cause the vehicles and their 10R80 transmissions to experience hesitation and/or delayed acceleration; harsh and/or hard shifting; jerking, shuddering, and/or juddering ("Transmission Defect"). These conditions present a safety hazard and are unreasonably dangerous to consumers because they can suddenly and unexpectedly affect the driver's ability to control the vehicle's speed, acceleration, deceleration, and/ or overall responsiveness of the vehicle in various driving conditions.

53. Plaintiffs are informed, believe and thereon allege that FMC acquired its

knowledge of the Transmission Defect prior to Plaintiffs acquiring the Subject Vehicle, through sources not available to consumers such as Plaintiffs, including but not limited to pre-production and post-production testing data, early consumer complaints about the transmission defect made directly to FMC and its network of dealers, aggregate warranty data compiled from FMC's network of dealers, testing conducted by FMC in response to these complaints, as well warranty repair and part replacements data received by FMC from FMC's network of dealers, amongst other sources of internal information.

54. Plaintiffs are informed, believe, and thereon allege that while Defendant knew about the Transmission Defect, and its safety risks, Defendant nevertheless concealed and failed to disclose the defective nature of the Vehicle and its transmission to Plaintiffs at the time of sale, repair, and thereafter. Had Plaintiffs known that the Subject Vehicle suffered from the Transmission Defect, they would not have purchased the Subject Vehicle.

55. Indeed, Plaintiffs allege that Defendant knew that the Vehicle and its transmission suffered from an inherent defect, was defective, would fail prematurely, and was not suitable for its intended use.

56. DEFENDANT FMC was under a duty to Plaintiffs to disclose the defective nature of the Subject Vehicle and its transmission, its safety consequences and/or the associated repair costs because:

a. DEFENDANT FMC acquired its knowledge of the Transmission Defect and its potential consequences prior to Plaintiffs acquiring the Vehicle, through sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defect made directly to DEFENDANT FMC and its network of dealers, aggregate warranty data compiled from DEFENDANT FMC's network of dealers, testing conducted by DEFENDANT FMC in response to these complaints, as well as warranty repair and part replacements data received by DEFENDANT FMC from DEFENDANT FMC's network of dealers, amongst other sources of internal information;

b. DEFENDANT FMC was in a superior position from various internal sources to know (or should have known) the true state of facts about the material defects contained in vehicle equipped with the defective transmission; and;

c. Consumers have been complaining to NHTSA regarding symptoms of the Transmission Defect;⁴ and

d. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defect and its potential consequences until well after Plaintiffs purchased the Vehicle.

57. In failing to disclose the defects in the Vehicle's transmission, DEFENDANT FMC has knowingly and intentionally concealed material facts and breached its duty not to do so.

58. The facts concealed or not disclosed by DEFENDANT FMC to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether or not to purchase the Subject Vehicle. Had Plaintiffs known that the Subject Vehicle and its transmissions were defective at the time of sale, they would not have purchased the Subject Vehicle.

59. Plaintiffs are reasonable consumers who do not expect their transmission to fail and not work properly. Plaintiffs further expect and assume that Defendant FMC will not sell or lease vehicles with know material defect, including but not limited to those involving the vehicle's transmission and will disclose any sch defect to it's consumer before selling such vehicle.

60. Plaintiffs only became suspicious that the Vehicle suffered from the transmission defect after presenting the Vehicle to defendant for a reasonable number of repair attempt to no avail.

⁴ See, <https://www.nhtsa.gov/vehicle/2018/FORD/F-150%252520SUPER%252520CREW/PU%252520FCC/4x2#complaints> (last visited May 13, 2021).

61. As a result of DEFENDANT FMC's misconduct, Plaintiffs have suffered and will continue to suffer actual damages.

62. Plaintiffs were harmed by purchasing a vehicle that Plaintiffs would not have leased and/or purchased had Plaintiffs known the true facts about the Transmission Defect. Furthermore, Plaintiffs unknowingly exposed themselves to the risk of liability, accident and injury as a result of Defendant's fraudulent concealment of the Transmission Defect.

63. Plaintiffs were harmed by purchasing a vehicle that Plaintiffs would not have leased and/or purchased had Plaintiffs known the true facts about the Transmission Defect. Furthermore, Plaintiffs unknowingly exposed themselves to the risk of liability, accident and injury as a result of Defendant's fraudulent concealment of the Transmission Defect.

THIRD CAUSE OF ACTION

BY PLAINTIFFS AGAINST DEFENDANT MBF

NEGLIGENT REPAIR

64. Plaintiffs incorporate by reference the allegations contained in the paragraphs set forth above.

65. Plaintiffs delivered the Subject Vehicle to Defendant MBF for substantial repair on at least one occasion.

66. Defendant MBF owed a duty to Plaintiffs to use ordinary care and skill in storage, preparation and repair of the Subject Vehicle in accordance with industry standards.

67. Defendant MBF breached its duty to Plaintiffs to use ordinary care and skill by failing to properly store, prepare and repair the Subject Vehicle in accordance with industry standards.

68. Defendant MBF's negligent breach of its duties owed to Plaintiffs were a proximate cause of Plaintiffs' damages.

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FOURTH CAUSE OF ACTION
BY PLAINTIFFS AGAINST DEFENDANT FMC
VIOLATION OF CONSUMER LEGAL REMEDIES ACT
(CIV. CODE §§ 1750 *et seq.*)

69. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

70. Defendant is a “person” as defined by California Civil Code § 1761(c).

71. Plaintiffs are a “consumer” within the meaning of California Civil Code § 1761(d).

72. Defendant violated the California Consumer Legal Remedies Act (“CLRA”) when, inter alia, it engaged in unfair and deceptive acts, and by knowingly warranting and allowing to be sold to Plaintiffs the Vehicle without disclosing that the Subject Vehicle and its 10R80 10-speed (“10R80”) transmission is defective and susceptible to sudden and premature failure.

73. Specifically, and prior to Plaintiffs purchasing the Subject Vehicle, Defendant knew that the Subject Vehicle is defective and specifically, its 10R80 transmission, causing sudden and premature failure (“the Transmission Defect”).

74. The Transmission Defect presents an unreasonable safety hazard because it can cause the Vehicle to be susceptible to and can lead to loss of power while driving at highway speeds, stalling, and other impairments to driveability.

75. Plaintiffs are informed, believe, and thereon allege that while Defendant knew about the Transmission Defect, and its safety consequences prior to sale of the Subject Vehicle, Defendant nevertheless concealed and failed to disclose the defective nature of the Vehicle and its 10R80 transmission to Plaintiffs at the time of sale and thereafter. Had Plaintiffs known that the Subject Vehicle suffered from the Transmission Defect, he would not have purchased the Subject Vehicle.

76. By failing to disclose and concealing the defective nature of the 10R80 transmission from Plaintiffs, Defendant violated California Civil Code § 1770(a), as it

1 represented that the Vehicle and its 10R80 transmission had characteristics and benefits that
 2 they do not have, and ii) represented that the Vehicle and its 10R80 transmission were of a
 3 particular standard, quality, or grade when they were of another. See Cal. Civ. Code §§
 4 1770(a)(5) and (7).

5 77. Unfair and deceptive acts or practices occurred repeatedly in Defendant's trade
 6 or business, were capable of deceiving not only Plaintiffs but a substantial portion of the
 7 purchasing public, and imposed a serious safety risk on the public, including Plaintiffs.

8 78. Defendant knew that the Vehicle and its 10R80 transmission suffered from an
 9 inherent defect, was defective, would fail prematurely, and was not suitable for its intended
 10 use.

11 79. Defendant was under a duty to Plaintiffs to disclose the defective nature of the
 12 Subject Vehicle and its 10R80 transmission, its safety consequences and/or the associated
 13 repair costs:

- 14 a. Defendant acquired its knowledge of the Transmission
 15 Defect and its potential consequences prior to Plaintiffs
 16 acquiring the Vehicle, through sources not available to
 17 consumers such as Plaintiffs, including but not limited to
 18 pre-production and post-production testing data, early
 19 consumer complaints about the Transmission Defect made
 20 directly to Defendant and its network of dealers, aggregate
 21 warranty data compiled from Defendant's network of
 22 dealers, testing conducted by Defendant in response to
 23 these complaints, as well as warranty repair and part
 24 replacements data received by Defendant from its network
 25 of dealers, amongst other sources of internal information;
- 26 b. Defendant was in a superior position from various internal
 27 sources to know (or should have known) the true state of
 28

facts about the material defects contained in vehicles equipped with the 10R80 transmission;

- c. Plaintiffs could not reasonably have been expected to learn or discover of the Vehicle's Transmission Defect and its potential consequences until well after Plaintiffs purchased the Vehicle and Defendant failed to repair it after a number of repair attempts;
- d. Defendant knew (or should have known) that Plaintiff could not reasonably have been expected to learn about or discover the Transmission Defect and its potential safety consequences prior to purchasing the Subject Vehicle; and
- e. Defendant knew (or should have known) that Plaintiffs could not reasonably have been expected to learn about the Transmission Defect until after the transmission failed and Defendant's inability to repair it after a number of repair attempts.

80. In failing to disclose the defects in the Vehicle's 10R80 transmission, Defendant has knowingly and intentionally concealed material facts and breached its duty not to do so.

81. The facts concealed or not disclosed by Defendant to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether or not to purchase the Vehicle. Had Plaintiffs known that the Vehicle and its 10R80 transmission was defective at the time of sale, they would not have purchased the Vehicle.

82. Plaintiffs are reasonable consumers who do not expect the 10R80 transmission to fail and not work properly. Plaintiffs further expect and assume that Defendant will not sell or lease vehicles with known material defects, including but not limited to those involving the Vehicle's 10R80 transmission and will disclose any such defect to its consumers before selling such vehicles.

83. As a result of Defendant's misconduct, Plaintiffs have been harmed and have suffered actual damages.

84. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiffs have suffered and will continue to suffer actual damages.

85. Plaintiffs are entitled to equitable and injunctive relief under the CLRA.

86. If, within 30 days providing notice of Defendant's CLRA violation, Defendant fails to provide the appropriate relief of its violation of the CLRA, Plaintiffs will amend this Complaint and seek monetary, compensatory, restitution, rescission, punitive damages, in addition to the injunctive and equitable relief he seeks now.

PRAYER

PLAINTIFFS PRAY for judgment against Defendant as follows:⁵

- a. For Plaintiffs' actual damages in an amount according to proof;
- b. For restitution;
- c. For diminution in value;
- d. For a civil penalty in the amount of two times Plaintiffs' actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- e. For punitive damages;
- f. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d), (e) and 15 U.S.C. section 2310(d) and/or any other statutory provision that allows for recovery of such attorney fees, costs and/or expenses;
- g. For equitable and injunctive relief as permitted under Civil Code section 1780;

⁵ However, except with respect to his CLRA cause of action, Plaintiffs only seeks injunctive and equitable relief at this time.

- h. For an order enjoining Defendant from the conduct alleged herein, including an order enjoining Defendant from concealing the existence of the Transmission Defect during distribution, sales, advertisement, and customer service and/or warranty visits of 2018 Lincoln Navigator vehicles;
- i. For applicable California lemon law remedies pursuant to the Magnuson-Moss Act⁶ and/or 15 U.S.C. 2304(a)(4);
- j. For prejudgment interest at the legal rate; and
- k. For such other relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action asserted herein.

Dated: February 13, 2023

STRATEGIC LEGAL PRACTICES, APC

BY: _____



Tionna Dolin
Attorney for Plaintiff LAUREN GAGNIER
and APRIL GAGNIER

⁶ And see *Brilliant v. Tiffin Motor Homes, Inc.*, No. C 09-04568 SI, 2010 WL 2721531, at *3 (N.D. Cal. July 7, 2010) ("Federal courts throughout the country, including the Ninth Circuit, have recognized that Magnuson-Moss itself provides consumers with a substantive right of action for breach of express warranty, while looking to state law to determine the remedies available. See, e.g., *Kelly v. Fleetwood Enters., Inc.*, 377 F.3d 1034, 1039 (9th Cir.2004); *MacKenzie*, 607 F.2d at 1166-67; *Gusse v. Damon Corp.*, 470 F.Supp.2d 1110, 1116-17 (C.D.Cal.2007); *Romo v. FFG Insurance Company*, 397 F.Supp.2d 1237, 1239 (C.D.Cal.2005); *DeShazer v. Nat'l RV Holdings, Inc.*, 391 F.Supp.2d 791, 794 (D.Ariz.2005).")

Exhibit A



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lincolncanada.com

April 2017 / First Printing / Warranty Guide
Lincoln Motor Company / Litho in U.S.A.



JW1J 19T201 AA



THE LINCOLN MOTOR COMPANY



2018 Model Year Warranty Guide

(Excluding MKZ Hybrid)



Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Client Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact Lincoln Concierge.

In the United States:	In Canada:
<p>Lincoln Concierge P.O. Box 6248 Dearborn, MI 48121 1-800-521-4140 (TDD for the hearing impaired: 1-800-232-5952) www.lincolnowner.com</p>	<p>Lincoln Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-387-9333 www.lincolncanada.com</p>
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	In Puerto Rico:
<p>Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857</p> <p>For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com</p>	<p>Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.lincoln.com.pr</p>
In Middle East:	
<p>Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.lincoln.com</p>	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality Lincoln products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Lincoln or Ford dealership authorized to service Lincoln vehicles. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact Lincoln Concierge at 1-800-521-4140.

This booklet explains in detail the warranty coverages that apply to your 2018-model Lincoln vehicle. If you bought a previously owned 2018-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems (pages 20-32).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your authorized dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 34 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your authorized dealer has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements — not originally included in your Owner's Manual — intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-521-4140 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories; and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Lincoln or Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Lincoln or Ford dealer for warranty refund consideration.

Refer to www.Ford.com for additional global customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2018-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 20-32.

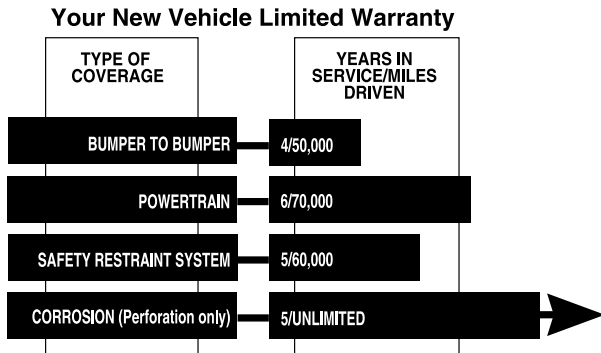
Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100. You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state “Lemon Law”, you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the “Lemon Law”. If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state “Lemon Law,” you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you. For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for four years - unless you drive more than 50,000 miles before four years elapse. In that case, your coverage ends at 50,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 10-12)
- ➔ **What is Not Covered?** (pages 14-17)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Lincoln vehicle is properly operated and maintained, and
- was taken to an authorized dealership for a warranted repair during the warranty period,

then the authorized dealer will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Lincoln vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 14-17. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Lincoln or Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%
36,001-50,000	15%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Lincoln or Ford dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Lincoln or Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for six years or 70,000 miles, whichever occurs first. The extended coverage applies to the

Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-wheel/All-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance “chips”.

Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever ever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- | | |
|----------------------------------|--|
| • oil changes | • clutch linings |
| • oils, lubricants, other fluids | • wiper blades* |
| • oil/air filters | • wheel alignments and tire balancing* |
| • tire rotation/inflation | • brake pad/lining* |
| • cleaning/polishing | |

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.

- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - obsolescence of vehicle software or hardware
 - lack of network coverage or availability
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as “dismantled“, “fire“, “flood“, “junk“, “rebuilt“, “reconstructed“, or “salvaged“; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a “total loss” by an insurance company; this will void the New Vehicle Limited Warranty
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- converted MKT Town Car (Limousine/Hearse) that are not equipped with the proper Builder’s Package, is extended beyond its limitations, or its Gross Vehicle Weight Rating (GVWR) is extended beyond its limitations. See important information about MKT Town Car conversions on page 36.
- any other Lincoln vehicles that are converted to limousines or hearse. This will void the New Vehicle Limited Warranty. See important information about Lincoln Limousine/Hearse Conversions on page 36.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is eligible for complimentary Lincoln Roadside Assistance. Emergency services include:

- **Towing:** Vehicle will be towed to your selling or preferred dealer within 100 miles of the disablement location, or to the nearest Lincoln dealer. If you request to be towed to a selling or preferred dealer that is more than 100 miles from the disablement location, you shall be responsible for any mileage costs in excess of 100 miles.
- **Flat tire change:** Replacement of a flat tire (vehicle must have a usable spare), except vehicles supplied with a tire inflator kit.
- **Battery jump start**
- **Lock-out assistance:** Covers lockout assists only, key replacement which is handled at a dealership (at client expense).
- **Fuel delivery:** 2 gallons of gasoline, limited to two, no-charge occurrences within a 12-month period.
- **Winch out services:** includes pulling a vehicle within 100 feet of a paved or county-maintained road. No recoveries.

Lincoln Roadside Assistance begins from the warranty start date and lasts the life of the vehicle for the original owner only. Subsequent owners are eligible for coverage concurrent with the powertrain warranty: six (6) years or 70,000 miles, whichever occurs first. If you require assistance beyond these coverage parameters, Lincoln Roadside Assistance can still be arranged for a charge.

For emergency roadside assistance, call 1-800-521-4140, 24 hours a day, 365 days a year.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply. Call 1-800-521-4140 for further details.

PICKUP & DELIVERY

LINCOLN PICKUP & DELIVERY:

Lincoln vehicles come with a 4 year/50,000 mile Pickup & Delivery service, including a complimentary Lincoln loaner whenever you require service on your vehicle. Pickup & Delivery is only available at Lincoln Dealerships. Mileage limitations may apply for pickups or deliveries further than 20 miles from you servicing dealer.

TIME-SAVING MADE SIMPLE.

You can schedule Lincoln Pickup & Delivery by calling your dealer and speaking with a Service Advisor. The entire process is simple and quick. You can also opt to receive text or email updates to let you know when your vehicle will be ready.

HOW DOES IT WORK?

- You schedule a time and location for pickup of your Lincoln that works for you.
- A Lincoln Dealer will pick up your Lincoln and provide you with a Lincoln loaner.

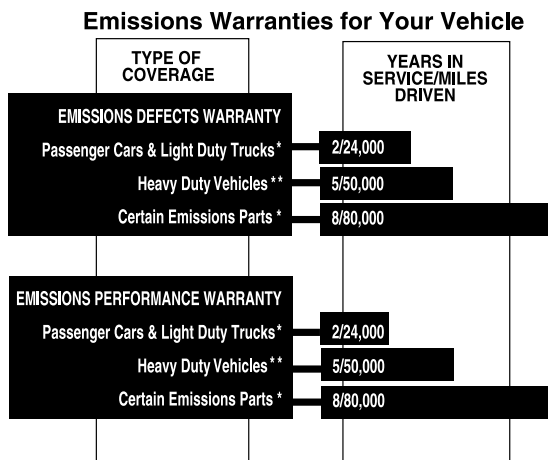
Please contact your local Lincoln Dealer or the Lincoln Concierge Center at 800-521-4140 in you have any questions.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty



* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)

** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 14,000 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

- ➔ Emissions Defect Warranty (page 21)
- ➔ Emissions Performance Warranty (page 22)
- ➔ What is Covered? (pages 23-24)
- ➔ What is Not Covered? (page 24)

Emissions Defect Warranty Coverage

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle is free from emissions-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emissions-related parts can be found in **What is Covered?** on pages 23-24.

The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:

- 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices.
- 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (NOTE: Lincoln's 4-year, 50,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 14,000 pounds GVWR)

- 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED? for list of covered parts.

Emissions Performance Warranty Coverage

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds up to 14,000 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED? for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 5 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converter
- Powertrain Control Module (PCM)*
- Electronic Engine Control Sensors and Switches
- Evaporative Emissions Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank
- Fuel Tank Pressure Control Valve
- Idle Air Control (IAC) Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, or Powertrain limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, sensors and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain recommended maintenance schedule: These parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first).

Your authorized dealer maintains a complete list of parts covered by emissions warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emission-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?** (pages 14-17).

ADDITIONAL EMISSIONS PERFORMANCE WARRANTY INFORMATION

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

**U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov**

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the coverage Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to the Federal Emission warranties (page 22).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY For Vehicles With GVWR* of 14,000 lbs & Under	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS PERFORMANCE WARRANTY	3/50,000

* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 lbs. GVWR).

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state¹ that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

¹ Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington.

- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington.
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.

For full details about coverage under California requirements for emissions control, see:

- ➔ **Defects Warranties** (page 26)
- ➔ **Performance Warranty** (page 26)
- ➔ **What Is Covered?** (pages 28-29)
- ➔ **What Is Not Covered?** (page 30)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2018-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed below, provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you, including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

For Vehicles Eligible for California Emissions Warranty Coverage if Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your Lincoln passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed in this booklet on page 29 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Lincoln dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty you may contact Lincoln Concierge at 1-800-521-4140 or the California Air Resources Board at:

**State of California Air Resources Board
Mobile Source Operations Division
9528 Telstar Avenue
El Monte, California 91731**

WHAT IS COVERED?

If the parts on the following list contain a defect that affects emissions, they are covered by defect warranties:

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converter
- Powertrain Control Module (PCM)*
- Electronic Engine Control Sensors and Switches
- Evaporative Emissions Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

**COVERAGE FOR 2018 MODEL VEHICLES
(GVWR OF 14,000 LBS. OR LESS)
UNDER LONG TERM DEFECTS WARRANTY**
(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Part Name	3.5L MKT	3.7L MKT
Catalytic Converter	X	X
Cam Timing Assembly		X
Engine Variable Timing Assembly		X
Crankshaft Position Sensor (CKP)		X
Variable Camshaft Timing Assembly		X
PCV Valve (Part of Rocker Cover Assembly)	X	
Turbocharger	X	
Charge Air Cooler	X	
Transmission Solenoid Assembly		X
Fuel Tank		X
EVAP Fuel Vapor Return Tube	X	
Fuel Supply Manifold Assembly	X	
Fuel Delivery Module	X	
Fuel Pump to Fuel Rail Tube	X	
Fuel Pump Assembly	X	
Turbocharger Control Solenoid	X	
Intake Manifold	X	
Exhaust Manifold	X	
Exhaust Manifold Gasket	X	
Fuel Injector	X	
Fuel Injector Wiring Harness (3)	X	
Instrument Cluster (1)	X	X
Powertrain Control Module (PCM)/Electronic Engine Control Unit (ECU)	X	X
Main Body Wiring Harness (2)	X	X
Dash Panel & Headlamp Junction Wiring Assembly (2)	X	X
Main Wiring Assembly (2)	X	X

(1) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only

(2) for MIL illumination only

(3) for EcoBoost Engine only

Important Information about List of Parts

There may be additional coverages for these parts through the Bumper to Bumper or Powertain limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, and wiring harnesses that are used with components on the List of Parts.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your authorized dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?** (pages 14-17).

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emission warranties, take your vehicle to any Lincoln dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford Motor Company nor your dealer is responsible.

If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford Motor Company will perform the warranty repair for you free of charge.

You will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice, Ford Motor Company will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and an authorized dealer is not available, or if an authorized dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford Motor Company will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the

repair receipt(s) to a Lincoln or Ford dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts.

If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford Motor Company will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been "certified" by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been "certified" by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA-certified parts without voiding your Federal Warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford Motor Company may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the front page of this booklet, and **Better Business Bureau (BBB) AUTO LINE Program** (page 34).

8. Lincoln Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new Lincoln vehicle by purchasing a Lincoln Protect Extended Service Plan (Lincoln Protect ESP). Lincoln Protect ESP service contracts are backed by Ford Motor Company or subsidiaries of Ford Motor Company (examples are but not limited to: Ford Motor Service Company or the American Road Insurance Company). Lincoln Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair after your Bumper-to-Bumper Warranty expires.

You may purchase Lincoln Protect ESP from any Lincoln dealer or see our website at Owner.Lincoln.com. There are several Lincoln Protect ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental.

When you purchase Lincoln Protect ESP, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of authorized dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Lincoln Protect ESP coverage.

This information is subject to change. Ask your dealer for complete details about Lincoln Protect ESP coverage.

9. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts - mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon receipt, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

**BBB AUTO LINE
3033 Wilson Boulevard, Suite 600
Arlington, Virginia 22201**

BBB AUTO LINE applications can also be requested by calling Lincoln Concierge at 1-800-521-4140.

NOTE: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

10. State warranty enforcement laws

These state laws - sometimes called “lemon laws” - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state’s law.)

In other states, where not specifically required by state law, Ford Motor Company requests that you give us the written notice.

Send your written notification to:

Ford Motor Company
Lincoln Concierge
P.O. Box 6248
Dearborn, MI 48121

11. Important information about Lincoln Limousine/Hearse conversions

Ford Motor Company authorizes only Lincoln Qualified Vehicle Modifiers (QVM's) to perform MKT Town Car Limousine/Hearse conversions. To obtain a list of QVM's, visit our website at: www.fleet.ford.com/limo or call 1-800-34-FLEET.

MKT Town Car

MKT Town Car (Limousine/Hearse) are suitable for conversions only if equipped with the proper Builder's Package. The wheelbase on the MKT Town Car Limousine may NOT be extended beyond 120". The Hearse may NOT be extended beyond 44" or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 7,950 on the Limousine and 7,450 on the Hearse. If a MKT Town Car Limousine or Hearse is NOT equipped with the Builder's Package, is extended beyond its limitations or its GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided. Any Lincoln Protect Extended Service Plan (ESP) contract is voided, applicable Emissions Warranties may also be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance). Any other Lincoln vehicle converted to a Limousine and Hearse will VOID the New Vehicle Limited Warranty.

